

APPENDIX A

- I. The included support services required by Paragraph I.J.6 of this Hold Separate shall be provided to the Held Separate Business by support services units and personnel who have been selected or approved by the Manager, including those described and identified below:
- A. Mobil's East/Southwest Inventory - Gasolines Unit, which will (1) schedule and monitor fuels product deliveries to terminals within the NBUs and notify traders of any product acquisition needs beyond existing supply and exchange agreements (Respondents will use existing price formulas set forth in Appendix B (Confidential) to charge the Held Separate Business for any product deliveries the Held Separate Business may in its discretion request from Respondents), and (2) monitor and implement existing fuels product exchange agreements and enter into any new exchange agreements required by the Held Separate Business;
 - B. Mobil's existing Fuels Customer Support and Fuels Delivery Operations Control Center Units, which are located at the Malvern Corporate and Administrative Center, which will receive and process customer orders for Branded Fuels products, schedule trucks and deliveries to Retail Sites within the NBUs, and provide customer billing, collections and other customer services to the NBUs; it also will supply such services under contract to the Mobil's Midwest NBU (which is not part of the Held Separate Business);
 - C. Mobil's existing Fuels Pricing Unit, which will collect pricing data and recommend prices to the NBUs, subject to review by the Manager, with the exception of the personnel who are responsible for pricing fuels products for Mobil's Midwest NBU;
 - D. Mobil's existing Retail Operations & Information Services Unit, which will handle administration and retail accounting for company operated Retail Sites within the NBUs; it also will supply such services under contract to Mobil's Midwest NBU (which is not part of the Held Separate Business);
 - E. Mobil's existing Point of Sale ("POS") Support Unit, which will provide technology support services maintenance of POS and Speedpass systems; it will also supply such services under contract to the Mobil's Midwest NBU (which is not part of the Held Separate Business);
 - F. The following personnel from Mobil's existing Business & Performance Analysis Unit, who will provide competitive and financial performance analysis, support, and strategic planning for the Held Separate Business (e.g., balanced scorecards, volume, and shared services reporting) and to monitor the funds as described in Paragraph II.B.10 of the Hold Separate:

- Manager Business Performance/Analysis/CFO
 - Earnings Consolidation
 - Analysis/Planning
 - Capital/Cash Management
 - Expense Analysis
 - Volume Analysis
 - Balanced Scorecard
 - Shared Service Monitoring
 - Industry Analysis
- K. Campbell
J. O'Neill
J. Cashion
D. Monaghan
W. Fine
D. Hightower
R. Long
P. Greco
J. Wadley;

G. The following person from Mobil's existing Global Manufacturing Development unit, who will conduct periodic review and analysis of Torrance Refinery operations data to optimize output:

- Manufacturing Manager A. Johnson;

H. • Marketing Manager A. Spiess

The Marketing Manager of the Held Separate Business will monitor the performance of outsourced contractors providing: (1) Operations Management for Convenience Stores, a service which is provided by a third party (Strasburger) under existing contracts; (2) Supplies and Inventory Management for convenience stores, which will be provided by a third party (McLane) under an existing contract; and (3) credit card processing, which is provided by a third party (First Data) under existing contracts; these third-party service providers will also be permitted to continue supplying similar services to Mobil's Midwest NBU (which is not part of the Held Separate Business) under the separate direction of Respondents' personnel. In addition, the Marketing Manager will provide guidance and direction to the following personnel in the Held Separate Business, who will provide or arrange for the provision of services to those businesses in connection with the implementation of marketing programs and policies, management of relationships with dealers and jobbers, and development and implementation of local and regional promotional activities based on local market factors:

- Customer Relations O. Williams
 - Retail Dealer Coordination R. Gavlick
 - Distributor Coordination S. Lucas
 - Advertising/Programs C. Colvett
 - Fuels Customer Support J. Bernard
 - Real Estate Coordination D. Diccico
 - Salary Field Operations K. Kane
- (Strasburger Employee)

- I. • Distillate Manager K. Weir

The Distillate Manager will provide guidance and support directly and through other personnel for the sales and distribution of Mobil's branded and unbranded distillate products within the geographic areas covered by the Held Separate Business.

- J. The Held Separate Business will also include the following personnel who will provide or arrange for the provision of the following services to those businesses:

Employee relations services:

- Employee/Industrial Relations Manager R. Amrhein

Legal services:

- Managing Counsel D. Rogers

Public relations services:

- Public Affairs Manager B. Eaton

Information systems management:

- Systems Liaison P. President

Refined product trading, to the extent not acquired from Respondents or third parties:

- Product Trader C. Das

Authorize and direct maintenance and construction services provided to Retail Sites and terminals within the NBUs:

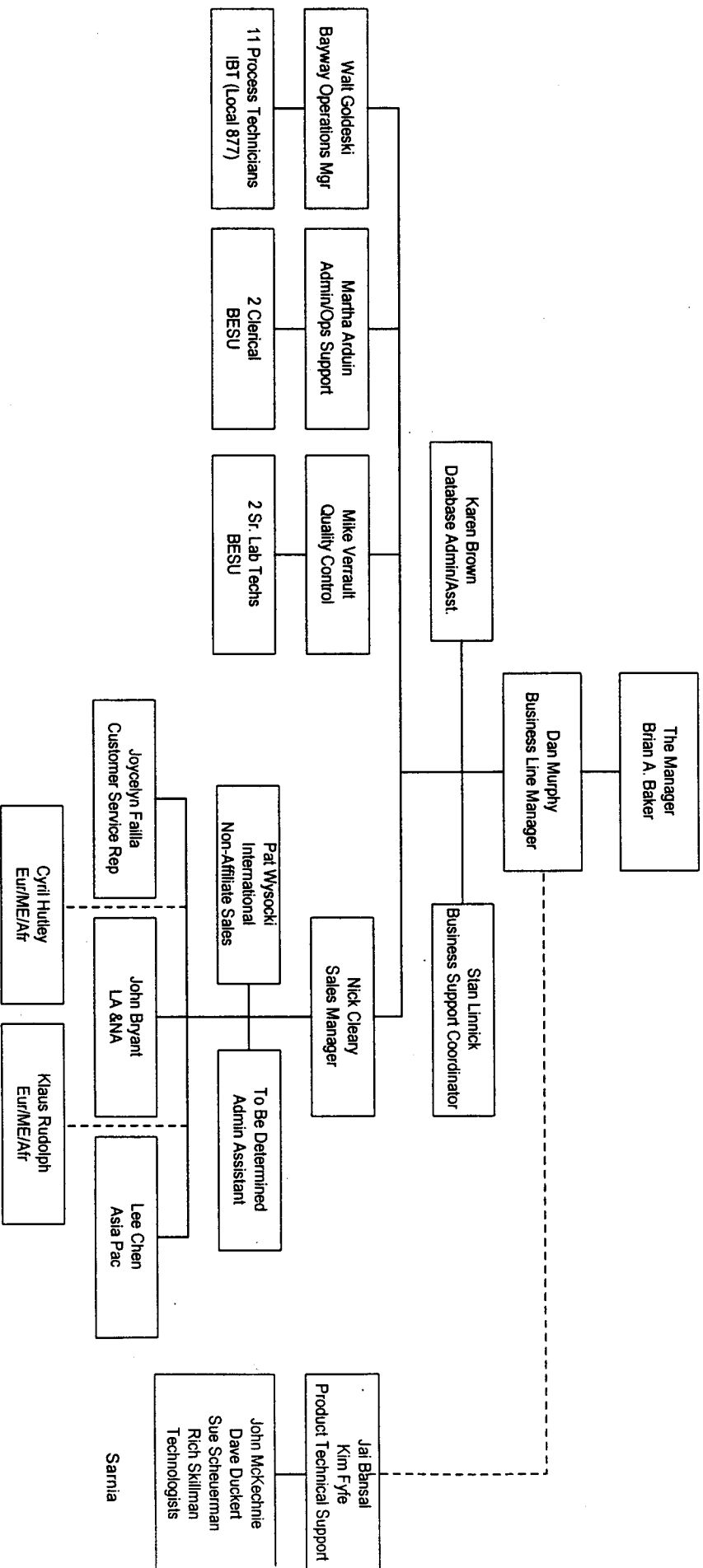
- Engineering/Maintenance Coordination L. Wyte

- II The Business Support Coordinator for the Exxon Jet Turbine Oil Business to be held separate described in subparagraph I.B.5. will be Stan Linnick.

APPENDIX B

[Redacted from Public Record Version]

Exxon Synthetic Aviation Turbine Oil Hold-Separate Organization



Key

IBT - International Brotherhood of Teamsters

BESU - Bayway Employee Salary Union

ATTACHMENT A

NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY

Exxon Corporation (“Exxon”) and Mobil Corporation (“Mobil”), hereinafter referred to as Respondents (which includes the entity resulting from the merger of Exxon and Mobil), have entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission relating to the divestiture of certain assets and other relief.

As used herein, the term “Held Separate Business” means the businesses and personnel as defined in Paragraph I.J. of the Order to Hold Separate and Maintain Assets contained in the Consent Agreement. Under the terms of the Decision & Order contained in the Consent Agreement, Exxon and Mobil must divest certain packages of assets, some of which are included within the Held Separate Business, within nine to 12 months of the date Exxon and Mobil executed the Consent Agreement.

During the Hold Separate Period (which begins after the Order to Hold Separate and Maintain Assets becomes final and ends after Respondents have completed the required divestitures), the Held Separate Business shall be held separate, apart, and independent of Respondents’ businesses. The Held Separate Business must be managed and maintained as a separate, ongoing business, independent of all other businesses of Respondents until Respondents have completed the required divestitures. All competitive information relating to the Held Separate Business must be retained and maintained by the persons involved in the operation of the Held Separate Business on a confidential basis. Such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any other of Respondents’ businesses, except as advised by legal counsel of the Held Separate Business. These persons involved in the operation of the Held Separate Business shall not be involved in any way in the management, production, distribution, sales, marketing, or financial operations of Respondents relating to competing products. Similarly, persons involved in similar activities in Respondents’ businesses shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any similar information to or with any other person whose employment involves the Held Separate Business.

Any violation of the Consent Agreement may subject Respondents to civil penalties and other relief as provided by law.